

## **SETTLEMENT AND RELEASE AGREEMENT**

This Settlement and Release Agreement ("Agreement") is executed this 23<sup>rd</sup> day of April by Jameson William Collins ("Collins") and Donald J. Elson ("Elson") (collectively the "Parties") to resolve all claims either may have against the other.

In consideration of the mutual promises and the terms and conditions herein, the Parties agree as follows:

1. Elson withdraws and releases any and all claims he may have concerning the fictional characters created by Collins and denominated as: Lucky Duck, Alfred, Monty, Princess Magica, Victoria, Lucey Lacey Lawrence, The Story Queen, and Princess Cuddles ("Group One Characters"). Collins grants to Elson a non-exclusive irrevocable license to use the Group One Characters subject to Elson acknowledging in any use of any of the characters that Collins created the characters and that use of the characters is pursuant to a license granted to Elson by Collins. The license granted to Elson hereunder for use of the Group One Characters may not be assigned to any third party, but the copyright for individual works containing those characters may be freely assigned. Collins releases all claims he may have against Elson for the use of the Group One Characters prior to the date of execution hereof.
2. Elson grants to Collins an irrevocable non-exclusive license to use the fictional characters created by Collins and denominated as: Nanny, Clara,

Colette, Francisa Valentine, Captain Kitsune, Aqua Sage, Miss Margaret Moo and Mao ("Group Two Characters") subject to Collins acknowledging in any use of any of the characters that use of the characters is pursuant to a license granted to Collins by Elson. The license granted to Collins hereunder for use of the Group Two Characters may not be assigned to any third party, but the copyright for individual works containing those characters may be freely assigned. Elson releases all claims he may have against Collins for the use of the Group Two Characters prior to the date of execution hereof.

3. Collins and Elson mutually agree that neither one of them will recruit any third party to report the other to any service provider, nor will either party engage in harassment or abuse to any third party in relation to each other or to any of the Group One or Group Two Characters.
4. Collins and Elson agree they will have no contact with each other, including electronic contact in any form, nor through any third party, except through legal counsel as necessary to fully implement this Agreement.
5. Elson will execute and file with the Copyright Office notice of withdrawal of all copyright claims relating to any of the Group One or Group Two Characters and provide proof thereof to counsel for Collins.
6. Elson will take all steps necessary to dismiss the complaint filed in the case of *Elson v. Collins*, Case No. 1:18 cv 271, filed in the United States District



Court for the Eastern District of Virginia, including executing an agreed order dismissing the case with prejudice and a Joint Motion to Dismiss the case on or before noon on April 24, 2018, EDT.

7. Any notice required or permitted under this Agreement shall be made via email or via USPS and addressed as follows:

a. If to Elson: Donold J. Elson, 761 Sundance Trail, Troy, Illinois 62294, [dreamerdon86@gmail.com](mailto:dreamerdon86@gmail.com).

b. If to Collins: George L. Lyon, Jr., 1929 Biltmore Street NW, Washington, DC 20009, [gll@bergstromattorneys.com](mailto:gll@bergstromattorneys.com).

8. This Agreement shall be governed by the law of the Commonwealth of Virginia, excluding the conflict of laws provisions thereof. Any action to enforce this Agreement shall be brought in federal or state courts having jurisdiction of citizens in Fairfax County, Virginia.

9. This Agreement may be signed in one or more counterparts.

10. Each Party hereto shall bear his own expenses.

Executed as of the date set forth above by:

James Collins  
Jameson William Collins (SEAL)

\_\_\_\_\_  
Donold J. Elson (SEAL)

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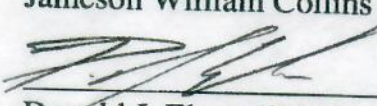
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Jameson William Collins (SEAL)

 - 4/23/2018  
\_\_\_\_\_  
Donold J. Elson (SEAL)